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 HYNIX SEMICONDUCTOR INC. and  
 HYNIX SEMICONDUCTOR AMERICA INC.

UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA

	)	
HONEYWELL INTERNATIONAL, INC.,	)	No. C-06-2917 PJH
	)	
Plaintiff,	)	<b>STIPULATION AND <del>[PROPOSED]</del></b>
	)	<b>PROTECTIVE ORDER</b>
v.	)	
	)	
HYNIX SEMICONDUCTOR, INC., et al.,	)	
	)	
Defendants.	)	
	)	

WHEREAS, the parties may have proprietary information and documents that are not in the public domain and are confidential, the unrestricted disclosure of which may cause undue irreparable damage to the parties and their respective businesses; and

WHEREAS, one of the purposes of this Protective Order is to protect the confidentiality of such information and documents; and

WHEREAS, the Federal Rules of Civil Procedure provide for the issuance of protective orders limiting the disclosure of certain information in appropriate circumstances; and

1 WHEREAS, the parties have agreed to protect the confidentiality of such  
2 information in accordance with the following terms and conditions:

3 1. Documents that contain non-public information may be designated as  
4 “Confidential” or “Highly Confidential” in the manner described below, so long as the  
5 materials concern the producing party’s trade secrets or other confidential research and  
6 development or commercial information, or information which the producing party  
7 otherwise has compelling need for confidentiality. This includes, without limitation:  
8 (a) documents, exhibits, answers to interrogatories, responses to requests for admissions  
9 and deposition transcriptions and all original written, recorded, graphic or electronic  
10 matters (and all identical and non-identical copies thereof), (b) any copies, notes, abstracts  
11 or summaries of such information, and the information itself, or (c) any pleading, affidavit,  
12 declaration, brief, motion, transcript or other writing containing such information  
13 (subsections (a) to (c) collectively referred to herein as “Litigation Materials”), all of which  
14 may be designated as “Confidential” or “Highly Confidential” under this Protective Order,  
15 as appropriate. Further, Litigation Materials previously designated “Confidential” or  
16 “Highly Confidential” by the parties pursuant to the protective order entered by the court in  
17 *In re Dynamic Random Access Memory (DRAM) Antitrust Litigation*, U.S.D.C. Northern  
18 District of California, Case No. 02-1486 PJH, on July 11, 2003, or pursuant to the  
19 protective order entered by the court in *Sun Microsystems, Inc. v. Hynix Semiconductor,*  
20 *Inc., et al.*, Case No 06-016655 PJH, on August 21, 2006, as amended, shall receive all the  
21 protections afforded “Confidential” or “Highly Confidential” Litigation Materials under  
22 this Protective Order.

23 2. Only non-public documents produced in discovery may be designated as  
24 “Confidential” or “Highly Confidential.” Accordingly, “Confidential” or “Highly  
25 Confidential” materials shall not include any documents concerning information that at any  
26 time has been: (a) produced, disclosed or made available to the public or otherwise  
27 available for public access; or (b) disclosed in connection with any governmental public  
28 filing or securities offering and could not reasonably be assumed to be or have been

1 intended to be kept confidential. Documents containing trade secrets, or other confidential  
2 research and development or proprietary business information, the disclosure of which to  
3 other parties might competitively disadvantage the producing party, may be designated as  
4 "Highly Confidential." Any document concerning information that has not been preserved  
5 or maintained in a manner calculated to preserve its confidentiality shall not be designated  
6 as "Confidential" or "Highly Confidential." Notwithstanding the foregoing, a producing  
7 party may designate as "Confidential" or "Highly Confidential" any documents transmitted  
8 or disclosed to any governmental entity pursuant to a written confidentiality agreement or  
9 which is protected as confidential by statute, rule or regulation.

10 3. All "Highly Confidential" or "Confidential" Litigation Materials shall be  
11 used by the parties and their counsel solely for the purpose of the prosecution or defense of  
12 this litigation, Case No. C06-02917 PJH, including preparing for and conducting pre-trial  
13 proceedings in this action. Litigation Materials designated as "Confidential" or "Highly  
14 Confidential" shall not be disclosed to anyone except as provided herein and the contents  
15 thereof shall not be used for any business, commercial or competitive purpose, or used in  
16 any manner in any other case, litigation or proceedings whether or not factually related to  
17 this action.

18 4. (a) Parties shall designate documents in good faith, and shall not  
19 indiscriminately designate documents, so that produced documents are not over-designated  
20 as "Confidential" or "Highly Confidential." Any party may object in good faith to the  
21 designation of Litigation Materials. The process for resolving disputes as set forth below  
22 presumes this good faith in the initial designations, objections and meet and confer process.  
23 The following process will apply to resolution of disputes hereunder:

24 1) any party who objects to a designation by a producing party shall state concisely the  
25 basis for those objections in a letter to the producing party which said letter shall not exceed  
26 5 pages; 2) the letter need only be served by fax on the producing party to start this process;  
27 3) the objecting party and producing party shall have ten days from the date the letter is  
28 faxed to meet and confer to resolve the objections and/or narrow issues to be briefed; 4) any

1 objections not so resolved shall be the subject of a regularly noticed motion filed by the  
2 objecting party, but the producing party shall have the burden to support the contested  
3 designations; 5) said motion shall be filed and served no later than thirty days after the meet  
4 and confer period ends; 6) the objecting party shall be allowed to file an extended reply  
5 brief of up to 15 pages, unless leave of Court is obtained to file a longer reply brief; and 7)  
6 only the objecting and producing parties shall file briefs, but other parties may file a two-  
7 page brief, unless leave of Court is obtained to file a longer brief.

8 (b) In addition to the procedures described above, the following shall  
9 apply to the process: 1) a party shall not be obligated to challenge the propriety of a  
10 confidential designation at the time that designation is made, and failure to so challenge  
11 does not preclude a subsequent challenge; 2) with the permission of the Court, either the  
12 producing or objecting party may request a short informal discovery conference to be held  
13 telephonically with the Court in order to avoid the need for any motion; 3) said conference  
14 shall be held during the ten-day meet and confer period, or the thirty-day period for  
15 bringing the motion in accordance with the convenience of the Court; 4) if the producing  
16 party does not oppose the motion, then designations which are the subject of the objections  
17 are declassified; and 5) the parties will attempt in good faith to combine as many issues  
18 under this Protective Order as possible so that said matters can be handled efficiently and  
19 effectively, and the parties further reserve the right to request, for good cause shown,  
20 additional time to file any motion.

21 5. Any Litigation Materials the designation of which is subject to such dispute  
22 shall be treated as "Confidential" or "Highly Confidential" as designated by the producing  
23 party pending resolution of the dispute by this Court.

24 6. If any party or non-party uses Litigation Materials designated as  
25 "Confidential" or "Highly Confidential" pursuant to this Protective Order during the course  
26 of a deposition herein, that portion of the deposition record reflecting such "Confidential"  
27 or "Highly Confidential" information shall be stamped as "Confidential" or "Highly  
28 Confidential" and access thereto shall be limited pursuant to the other terms of this

1 Protective Order. Counsel may invoke the provisions of this Protective Order by stating on  
2 the record during the deposition that testimony given at the deposition is designated  
3 "Confidential" or "Highly Confidential," or by designating the deposition transcript or  
4 portions thereof as "Confidential" or "Highly Confidential" before the time expires within  
5 which the witness may sign the deposition transcript. No person shall be present during  
6 portions of the depositions designated "Confidential" or "Highly Confidential," unless such  
7 person is authorized under the terms of this order to receive Litigation Materials containing  
8 such confidential information or unless the producing party consents to such person being  
9 present. All information disclosed during a deposition shall be deemed to have been  
10 designated "Highly Confidential" until the time within which the witness may sign the  
11 transcript expires, whether or not any portion of the transcript has been so designated  
12 previously.

13 7. Nothing in this Order affects the right of the party or non-party that  
14 produced "Confidential" or "Highly Confidential" Litigation Materials to use or disclose  
15 such information in any way. Such disclosure shall not waive the protections of this  
16 Protective Order and shall not entitle other parties, non-parties or their attorneys to use or  
17 disclose such information in violation of the Protective Order, except that if the producing  
18 party uses such materials in a manner inconsistent with their confidential status, then that  
19 shall serve as a basis to object to the designation and said objections shall be resolved as set  
20 forth in paragraph 4 above.

21 8. In the event that documents or Litigation Materials are produced by another  
22 person which are actual copies of documents or other Litigation Materials which a party has  
23 produced and designated "Confidential" or "Highly Confidential," that party may designate  
24 such materials under this Protective Order even if they have not been so designated by the  
25 person producing them. To the extent that a person produces documents which are not  
26 actual copies of documents previously produced and designated by a party but which  
27 contain a party's "Confidential" or "Highly Confidential" information, a party may  
28 designate those documents, or portions thereof as may be appropriate, as "Confidential" or

1 "Highly Confidential, subject to the dispute resolution process set forth in paragraph 4  
2 above. Said designations shall be made as soon as reasonably possible, and shall contain  
3 the Bates stamp number(s) of the portions of the documents designated, the nature of the  
4 designations, and if an entire document is designated, which portions of the document  
5 contain the information supporting the designation so that an objecting party may determine  
6 what information is specifically at issue.

7 9. Litigation Materials marked or treated as "Confidential" or copies or extracts  
8 therefrom and the information therein, may be given, shown, made available to, or  
9 communicated to only the following:

10 a. the Court, all Court personnel, any discovery referee or any  
11 settlement mediator;

12 b. court reporters and videographers who record depositions or other  
13 testimony in this action;

14 c. named parties including an officer, director or in-house counsel of a  
15 named party or its affiliated companies;

16 d. other employees of a named party or its affiliated companies, but  
17 only for the specific purpose of working directly on the litigation at the request or at the  
18 direction of counsel;

19 e. outside counsel for the named parties and employees of such counsel  
20 to whom it is necessary that the Litigation Materials be shown for purposes of this  
21 litigation;

22 f. pursuant to the provision of paragraph 12(a), consultants and experts  
23 to whom it is necessary that the Litigation Materials be shown for purpose of assisting  
24 counsel in this litigation;

25 g. deposition witnesses;

26 h. employees of copying, imaging and computer services for the  
27 purpose of copying, imaging or organizing documents provided that all documents  
28

1 designated as "Confidential" are retrieved by the party furnishing those documents upon  
2 completion of the services;

3 i. any other person upon the written agreement of the party or non-  
4 party who designated the Litigation Materials as "Confidential" (which agreement may be  
5 recorded in a deposition or other transcript), or pursuant to court order; and

6 j. the author, addresses and recipient of the documents or any person  
7 who would have had access to such information by virtue of his/her employment.

8 10. Litigation Materials marked or treated as "Highly Confidential" or copies or  
9 extracts therefrom and the information therein, may be given, shown, made available to or  
10 communicated to only the following:

11 a. the Court, all Court personnel, any discovery referee or any  
12 settlement mediator;

13 b. Court reporters and videographers who record depositions or other  
14 testimony in this action;

15 c. employees of copying, imaging and computer services for the  
16 purpose of copying, imaging, or organizing documents provided that all documents  
17 designated as "Highly Confidential" are retrieved by the party furnishing those documents  
18 upon completion of the services;

19 d. counsel of the law firms signing this stipulation or employees of such  
20 counsel to whom it is necessary that the Litigation Material be shown for purposes of this  
21 litigation;

22 e. in-house counsel for a named party or its affiliated companies, so  
23 long as this in-house counsel has executed the Agreement attached hereto as Exhibit A,  
24 provided, however, that if (i) such person is an in-house counsel for a party that is a  
25 defendant in this action or for an affiliated company of a defendant and (ii) the "Highly  
26 Confidential" documents have been produced by a defendant, then such in-house counsel  
27 must be approved in writing by the producing defendant to receive its "Highly  
28 Confidential" documents, unless otherwise ordered by the Court;

1           f.       pursuant to the provisions of paragraph 12(a)-(c), consultants and  
2 experts to whom it is necessary that the Litigation Materials be shown for purposes of  
3 assisting counsel in this litigation; and

4           g.       the author, addressees and recipients or any person who would have  
5 had access to such information by virtue of his/her employment as well as deposition  
6 witnesses presently employed by the party producing the highly confidential document.

7       11.    If a party in this litigation other than the producing party desires to give,  
8 show, make available or communicate any Litigation Materials marked or treated as  
9 "Confidential" or "Highly Confidential" to any person who is not specifically authorized  
10 pursuant to the terms of this Protective Order to have access to such Litigation Materials,  
11 the party intending to disclose the materials shall notify the producing party of such intent  
12 no less than three business days prior to the intended disclosure. Said notification shall be  
13 sufficiently specific to inform the producing party of the intended scope of the disclosure,  
14 including the name and/or job description of the person to whom such disclosure is  
15 intended. The parties will then attempt to negotiate the terms of disclosure within two  
16 business days of the notification. If no agreement can be reached during this shortened  
17 meet and confer period, then this dispute shall be the subject of regularly noticed motion  
18 filed by the objecting party with the producing party bearing the burden to support  
19 nondisclosure, pursuant to the dispute resolution procedure in paragraph 4 above, except  
20 that any party may move on an ex parte or expedited basis for an order shortening time if a  
21 scheduled deposition or Court date could be delayed or cancelled. This paragraph does not  
22 apply to "Highly Confidential" documents which are used at deposition or trial in good faith  
23 for impeachment purposes only; provided, however, that the party desiring to use, pursuant  
24 to this exception, a "Highly Confidential" document for impeachment purposes at a  
25 deposition shall alert the producing party at least 48 hours in advance of its intent to use the  
26 "Highly Confidential" document under this exception, and then the requesting party and the  
27 producing party shall meet and confer in good faith to address confidentiality concerns and  
28 appropriate redactions, with any dispute being brought to the Court's attention for resolution



1 on an expedited basis (by telephone conference or other means directed by the Court) in  
2 which only the requesting party and the producing party have notice or participate, so that  
3 the deposition is not delayed. If such a proceeding were to occur, the requesting party shall  
4 provide written notice of the fact of the proceeding and the production number of the  
5 "Highly Confidential" document at issue to the other parties to the action immediately after  
6 the conclusion of the deposition in which the request arose. A producing party who is  
7 notified of a request to use a "Highly Confidential" document for impeachment purposes,  
8 pursuant to this paragraph, shall not disclose the fact of that request or the document or its  
9 contents to the deposition witness, the attorney for the deposition witness, or any other  
10 party to this action.

11           12.     (a)     If any party wishes to disclose Litigation Materials produced by any  
12 other party and designated "Confidential" or "Highly Confidential" to any expert or  
13 consultant, the expert or consultant must sign the agreement attached hereto as Exhibit A.  
14 Nothing in this Protective Order shall require that non-testifying experts or consultants be  
15 deposed or otherwise be the subject of discovery.

16                   (b)     If any party desires to disclose a defendant's information designated  
17 "Highly Confidential" to any expert or consultant pursuant to paragraph 10(f) above, and  
18 that expert or consultant, in the five years prior to the date this Order is entered, has worked  
19 for one of the defendants (or their predecessors) then and only then, that party must first  
20 identify in writing to the attorneys for the producing party that expert or consultant and a  
21 general description of the nature of that engagement sufficient to allow the producing party  
22 to determine if it will object to the disclosure of its "Highly Confidential" information to  
23 that expert or consultant, unless the producing party agrees to permit disclosure without  
24 such information. The attorney for the producing party shall have five (5) days from receipt  
25 of such notice to undertake the dispute resolution procedures set forth in paragraph 4 above,  
26 and any objections not informally resolved shall be the subject of a regularly noticed  
27 motion by the producing party who shall have the burden to support the restriction on  
28 dissemination of its "Highly Confidential" information to that expert or consultant.

(c) Such identification shall include the full name, professional address and affiliation of the expert or consultant, the present and prior employments or consultancies of the expert or consultant and work done for defendants and/or their predecessors (other than work done for the party engaging that expert or consultant in this litigation).

13. Each person (except for the Court, Court personnel, any discovery referee, any settlement mediator, court reporters and videographers and copying, imaging and computer service employees) provided access to Litigation Materials marked “Confidential” or “Highly Confidential” pursuant to the terms of the Protective Order shall, before gaining such access, receive a copy of this Protective Order and, as to those persons described in paragraphs 9 and 10 shall sign an agreement in the form attached hereto as “Exhibit A” or shall agree to be bound by the terms of this Protective Order on the record at a deposition or hearing in this litigation. A file shall be maintained by each attorney of record for a party of all written agreements signed by persons who have received such Litigation Materials from that party or persons affiliated with that party.

14. Each witness in a deposition shall be provided with a copy of this Order at the start of the examination and shall be advised on the record that he or she is bound by the terms of this Order and applicable remedies under law for violating the terms of this Order.

15. Litigation Materials designated “Confidential” or “Highly Confidential,” when filed with pleadings or as evidence, shall be sealed in conformance with Local Rule 79-5.

16. “Confidential” and “Highly Confidential” Litigation Materials shall maintain such protections and designations in connection with any trial in this matter. Before the trial begins, the parties will meet and confer in good faith as part of the pre-trial conference statement process to put into place a procedure for identification of and use of “Confidential” and “Highly Confidential” documents at trial. Any documents which remain “Confidential” or “Highly Confidential” before trial shall maintain their status through the time of the pre-trial conference or resolution of the procedures described above.

1           17.     The provisions of this Order may be modified at any time by stipulation of  
2     the parties approved by order of the Court. In addition, a party may at any time apply to the  
3     Court for modification of this Protective Order pursuant to a motion brought in accordance  
4     with the rules of the Court. Nothing in this Stipulation and Order shall constitute: (i) an  
5     agreement by any party to produce any documents or other materials in discovery not  
6     otherwise agreed upon or required by court order or the Federal Rules of Civil Procedure;  
7     (ii) a waiver by any person or party of any right to object to or seek a further protective  
8     order with respect to any discovery in this or any other action; or (iii) a waiver of any claim  
9     of immunity or privilege with respect to any testimony, document or information.

10           18.     In the event that Litigation Materials designated as “Confidential” or  
11     “Highly Confidential” are disclosed to someone not authorized under the terms of this  
12     Protective Order to receive such information, counsel of record for the party involved shall  
13     immediately give notice to counsel of record for the party who designated the Litigation  
14     Materials as “Confidential” or “Highly Confidential,” and shall also describe the  
15     circumstances surrounding the unauthorized disclosure. If a party fails to treat documents  
16     designated as “Confidential” or “Highly Confidential” in the manner provided herein, the  
17     party should immediately take such steps as are necessary to have such items placed under  
18     seal and/or restored to their confidential status.

19           19.     In the event that Litigation Materials claimed to be “Confidential” or  
20     “Highly Confidential” are inadvertently produced without the appropriate designation, such  
21     documents and copies thereof shall be returned to the producing party within five days of  
22     any written notice requesting their return to affix the appropriate designation or  
23     immediately stamped “Confidential” or “Highly Confidential” as requested by the  
24     producing party. The receiving party may challenge the confidential nature of the  
25     documents, but the inadvertent production of the documents, or the giving of testimony,  
26     claimed to be “Confidential” or “Highly Confidential” shall not constitute a waiver of the  
27     confidentiality designation.

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20. Inadvertent production of any document produced in this action by any party or non-party that a party or non-party later claims should have been withheld on grounds of a privilege, including the work product doctrine (collectively referred to as an “Inadvertently Produced Privileged Document”) will not be deemed to waive any privilege or work product protection. A party or non-party may request the return of any document that it inadvertently produced by identifying the Inadvertently Produced Privileged Document and stating the basis for withholding such document from production and providing any other information that would be listed on a supplemental privilege log disclosing the document. If a party or non-party requests the return, pursuant to this paragraph, of such an Inadvertently Produced Privileged Document then in the custody of one or more parties, the possessing parties shall within three business days return to the requesting party or non-party the Inadvertently Produced Privileged Document and all copies thereof and shall expunge from any other document or material information solely derived from the Inadvertently Produced Privileged Document. After a document is returned pursuant to this paragraph, a party may move the Court for an order compelling production of the document

21. Within sixty days following termination of this litigation (including the final resolution of any appeals), the original and all copies, whether exact copies or compilations, digests or non-exact copies in any form, of Litigation Materials designated as “Confidential” or “Highly Confidential” shall be returned to the party who produced such documents or may be disposed of in some other manner that is mutually agreeable among the parties. Notwithstanding this, however, counsel of record may retain their file copies of all court filings, deposition or hearing transcripts and exhibits, and correspondence, provided that counsel of record continues to treat all “Confidential” or “Highly Confidential” Litigation Materials in the manner provided for in this Protective Order.

22. The termination of proceedings in this action shall not thereafter relieve the parties from the obligation of maintaining the confidentiality of all Litigation Materials designated as “Confidential” or “Highly Confidential” which are received pursuant to this

1 Protective Order, and are not used at trial, or are used at trial under restriction designed to  
2 exclude from the public record those portions of the Litigation Materials that were  
3 designated as “Confidential” or “Highly Confidential.” This provision shall not apply to  
4 any Litigation Materials that are the subject of a superseding ruling of the Court as to the  
5 scope of their disclosure. The Court shall retain jurisdiction to enforce and/or modify this  
6 Protective Order.

7 23. The terms of this Protective Order shall apply to discovery directed to non-  
8 parties to this Litigation, and such non-parties may specifically invoke or waive the terms  
9 and protections of this Protective Order. To the extent that any discovery is served on a  
10 non-party, the party serving the discovery shall provide the non-party with a copy of this  
11 Protective Order and specifically mention the non-party’s right to invoke or waive the terms  
12 of this Protective Order.

13 24. The parties acknowledge that, by entering into this Stipulation, the parties do  
14 not waive any claims or defenses, including defenses regarding the service of plaintiff’s  
15 complaint or jurisdiction.

16 Dated: November 20, 2006

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13 Technology America, Inc. f/k/a Hitachi Semiconductor  
(America) Inc.

15 Dated: November 20, 2006

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1 Dated: November 20, 2006

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**ATTESTATION**

I attest that signatories Albert J. Boro, Jr., Terrence J. Truax, Andrea DeShazo, Na'il Benjamin, Steven Morrissett, Harrison J. Frahn, Julian Brew, Craig Seebald, Paul R. Griffin, Mona Solouki and James P. McCarthy have concurred in the filing of this document.

Dated: November 20, 2006

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By: /s/ Ryan K. Takemoto

Ryan K. Takemoto

Attorneys for Defendants Hynix Semiconductor Inc.  
and Hynix Semiconductor America Inc.

~~[PROPOSED]~~ ORDER

Based upon the stipulation of the parties, and for good cause shown, the foregoing is hereby SO ORDERED:

Dated: 11/21/06 \_\_\_\_\_

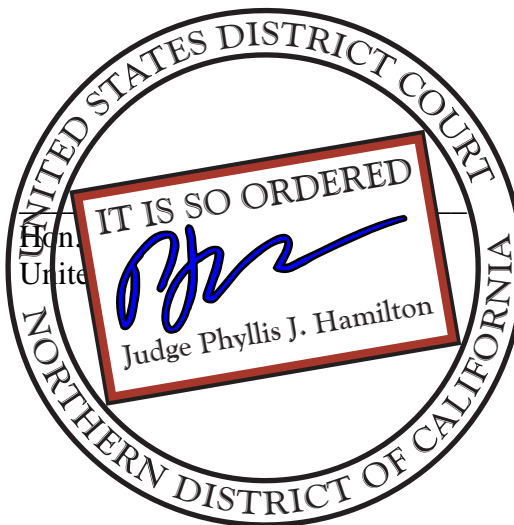


EXHIBIT A

AGREEMENT CONCERNING MATERIAL COVERED BY AN ORDER ENTERED IN  
THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

The undersigned hereby acknowledges that he or she has read the attached  
STIPULATION AND ORDER entered in the United States District Court for the Northern  
District of California, in the litigation know as HONEYWELL INTERNATIONAL, INC.  
v. HYNIX SEMICONDUCTOR, INC., ET AL, Case No. C 06-02917 PJH, and  
understands the terms thereof and agrees to be bound by such terms. The undersigned  
further acknowledges and understands that a violation of the Protective Order could be  
punishable as a contempt of court.

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
[Type or Print Name]